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Cruel # 1 to C-UR-C177 COPY 1 OF 1

September 27, 1958

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SUBJECT: Lockheed Aircraft Corporation Furchase Order #100-7

Dear George:

Subsequent to August 15, 1958 and pending negotiations, you are hereby authorized subject to the following terms and conditions to proceed with the performance of work and the procurement of materials and to expend funds in connection therewith in an amount not to exceed \$20,000. under Purchase Order #100-7 to design, develop and qualify an experimental Time Totalizer in accordance with Lockheed Aircraft Corporation specification #1087-3101, Rev. #1 and Fairchild technical proposal #SME-CK-7 and fabricate & acceptance test 15 time totalizer units to this same specification.

A purchase order and the corresponding CFFF subcontract terms and conditions covering the work to be performed will be negotiated with you and submitted for your final acceptance in the near future. Unless you and Lockheed have on or before the 27th of October entered into such a subcontract in mutually acceptable form, this authorization shall automatically terminate on said date, subject to the termination provisions hereinafter set forth.

In connection with the performance of work hereby authorized, and pending the execution and delivery of a definitive subcontract, you shall advise us on a monthly basis of your actual expenditures, your total commitments and your liability under such commitments.

The work hereby authorized is covered by a prime contract between the U.S. Government and Lockheed. Therefore, it is necessary for you to agree in connection with the performance of such work to comply with all laws and regulations applicable to subcontractors under prime contracts with the U.S. Government performing work of the type authorized hereby. All contract clauses required by law or Presidential Executive Order or specified in applicable government procurement regulations in effect on the date hereof, including, but not limited to, Section XV, Part 2 (Contract Cost Principles) of the Armed Services Procurement Regulation Sections 7-203.7 (Records), 7-203.8 (Subcontracts), 7-10h.12, as modified by 7-20h.12 (Military Security Requirements) and 13-503 (Government Property), are by this reference incorporated herein and made a part hereof.

Lockheed may terminate the work covered by this authorization, or by the purchase order or purchase orders referred to above, in whole or in part at any time, for its own convenience, by written or telegraphic notice to you. Upon receipt of such notice, or in the event of the automatic termination ... 2 ...

of this authorization provided above, you shall proceed in accordance with the applicable provisions of Part 8 of the Armed Services Procurement Regulation then in effect, and a settlement shall be negotiated between us, or a determination made in the amount due to you, in accordance with said provisions.

The foregoing authorization is contingent upon Fairchild Camera and Instrument Corporation entering into further negotiations with Lockheed regarding terms and conditions, costs and fee.

All work performed hereunder subject to the quality control provisions of MIL-Q-5923 and Government source inspection.

If the foregoing authorization is acceptable to you please so indicate by return letter and, also, advise if your personnel will be available for negotiation at your plant on or about October 6, 1958.

Lockheed Aircraft Corporation

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